

UNITED STATES/AUSTRALASIA
DISCUSSION AGREEMENT
FMC No. 011117-048 (3RD EDITION)
Second Revised Page No. 2

through rates, interior point intermodal rates and minilandbridge rates for service in the Trade and substituted (alternate port) services, as well as discussion and implementation of specific rates, charges, and conditions, and adjustments thereof, and/or differentials among parties' rate levels, negotiations, bids and proposals applicable to cargo or pursuant to or in relation to particular service contracts, existing or proposed, but only if and to the extent discussion of the foregoing subjects with respect to Australia falls within Part X of the Australian Trade Practices Act 1974, as amended. The authority contained in this Article 5.1(a) and elsewhere in Article 5 may be exercised by any two or more of the parties, with or without the participation of other parties.

(b) The parties are not authorized to publish a common tariff hereunder, but may agree to aggregate the volume of cargo for purposes of time volume rates separately published in their individual tariffs; provided, however, that the agreement to aggregate cargo must be unanimous. In addition, while the parties may agree on a Minimum Level of Service as set forth in Appendix B hereof for purposes of satisfying Australian legal requirements, the parties are not authorized to agree on adding or removing capacity from the Trade.

(c) The parties are authorized to negotiate, offer, enter into or amend, or decline to offer or enter into or amend, Agreement service contracts with one or more shippers, as that term is defined by the Shipping Act of 1984, as amended, for the movement of cargo in the Trade. The Agreement and each individual party (except those who elect not to participate) shall be made a party to each service contract entered into by the Agreement. Prior to the execution of any Agreement service contract, any party may elect not to participate, or to limit its participation therein, by so advising the Chairman (including a statement of any such limitations). Any such election by a party not to participate or to limit its participation shall be specified in the service contract. Any party may, if the service contract so provides, withdraw from further participation in a service contract after a shipper has met the service contract's minimum quantity commitment of cargo, upon at least thirty (30) days' notice to the Agreement and the shipper. The parties may adopt, repeal or amend standards or guidelines for the negotiation of all or a portion of the Agreement's service contracts by representatives of the parties (subject to deviations or alterations as the parties may authorize from time to time). No party participating in an Agreement service contract may unilaterally deviate from the terms of that service contract.

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APPENDIX A

The parties to the United States/Australasia Discussion Agreement are
as follows:

CMA CGM
P.O. Box 1232
4, quai d'Arenc
13215 Marseilles
France

Hamburg Südamerikanische
Dampfschiffahrts-Gesellschaft KG
Willy Brandt Str. 59-61
20457 Hamburg
Germany

Compagnie Maritime Marfret S.A. ("Marfret")
13 Quai de La Joliette
13002 Marseille
France

A.P. Moller-Maersk A/S trading under the
name of Maersk Line
50 Esplanaden
DK-1098 Copenhagen K
Denmark

~~Wallenius-Wilhelmsen Logistics AS
188 Broadway
Woodcliff Lake, NJ 07677
(resignation effective November 22,
2008)~~

Hapag-Lloyd AG
Ballindamm 25
20095 Hamburg, Germany

ANL Singapore Pte Ltd.
70 Shenton Way
#16-04, Marina House
Singapore 079118, Singapore

APPENDIX B

MINIMUM LEVELS OF SERVICE

1. Extent of Undertaking to Provide Minimum Level of Service

With a view to providing adequate, economic and efficient shipping services, Member Lines agree, subject to the conditions set out in this Appendix, to provide the minimum level of service specified in Paragraph 3.

2. Basis of Providing Minimum Level of Service

The Minimum Service Level in this Appendix is subject to Force Majeure (including strikes, actual conflict or civil disturbance) wherever occurring.

The minimum level of service specified in Paragraph 3 is established having regard to actual trading and operational conditions in the 12 months from ~~to~~ 1 July, 2009 ~~2008~~. In the event that any of these conditions change to a degree which could prevent the achievement of the specified minimum level of service, the Member Lines have the right, with prior notice to the relevant Designated Shipper Body, to provide proportionately a lower level of service for a period not exceeding 90 days.

If the present Appendix is not amended in respect of the minimum service level within the 90 day period, Member Lines will take whatever action is necessary to provide the minimum level of service specified in Paragraph 3.

3. Statement of Minimum Service Levels

The minimum service level for the purpose of this Agreement on the basis in Paragraph 2 is as follows:

a. Minimum Capacity and Service

The Member Lines collectively undertake to maintain sufficient tonnage in the trade to provide ~~185,120~~ 138,785 TEUs and ~~190~~ 122 sailings per annum on a regular basis together with sufficient containers in good working order and condition.

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- b. Loading Ports
(by direct service or indirect service)

~~Los Angeles~~/Long Beach
Oakland
Seattle
Philadelphia
~~New York~~
Savannah
~~Baltimore~~

- c. Discharge Ports
(by direct service or indirect service)

Melbourne
Sydney
~~Brisbane~~

- d. Other Ports
Ports other than those stipulated in 3b and 3c above may be served directly or indirectly by the Lines. Additional freight or on-carrying charges may apply.

4. Amendment

This Appendix is subject to amendment by Member Lines after negotiation, if required, with the relevant Designated Shipper Body, currently the Importers Association of Australia.